

## **COOPERATIVE AGREEMENT**

### **Project Study Report – Project Development Support (PSR-PDS)**

This Agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of San Luis Obispo, a political subdivision of the State of California, referred to hereinafter as COUNTY.

#### **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.
2. COUNTY desires that a project initiation document (PSR-PDS) be developed for *Main Street interchange* within the SHS, referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS).
4. COUNTY requests CALTRANS to develop the PSR-PDS and COUNTY is willing to fund one hundred percent (100%) of the costs and fees of the PSR-PDS and the costs to reimburse CALTRANS. CALTRANS will develop, review and approve the PSR-PDS as reimbursed work.
5. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PSR-PDS.

#### **ROLES AND RESPONSIBILITIES**

6. CALTRANS will prepare a PSR-PDS for PROJECT at COUNTY's sole cost and expense and at no cost to CALTRANS
7. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement by reference. COUNTY will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).
8. CALTRANS has no obligation to perform work if funds to perform work are withheld or unavailable.

## INVOICE AND PAYMENT

9. COUNTY agrees to pay CALTRANS, an amount not to exceed \$261,000.
10. CALTRANS will draw from any CALTRANS administered state and/or federal funds that COUNTY has committed to CALTRANS for this PROJECT.
11. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
12. CALTRANS will invoice COUNTY for a \$40,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
13. Thereafter, CALTRANS will submit to COUNTY monthly invoices for estimated monthly costs based on the prior month's expenditures.
14. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
15. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
16. If COUNTY has received Electronic Funds Transfer (EFT) certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
17. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.
18. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

## GENERAL CONDITIONS

19. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PSR-PDS document.
20. If HM-1 or HM-2 is found within the PROJECT limits, CALTRANS will notify COUNTY.



21. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. COUNTY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule. COUNTY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right-of-way.
22. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
23. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
24. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule. CALTRANS will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.
25. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
26. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
27. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this Agreement.

28. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
29. This Agreement will terminate one hundred eighty (180) days after PSR-PDS is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

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## DEFINITIONS

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**PARTNER** – Any individual signatory party to this Agreement.

**PARTNERS** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other parties.

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

## **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

**The primary Agreement contact person for CALTRANS is:**

Steve DiGrazia, Project Manager  
50 Higuera Street  
San Luis Obispo, CA 93401

Office Phone: 805-549-3437

**The primary Agreement contact person for COUNTY is:**

Frank Honeycutt, Transportation Division Manager  
1050 Monterey Street Room 207  
San Luis Obispo, CA 93408

Office Phone: 805-781-5252

## SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Timothy M. Gubbins  
District Director

**Certified as to funds:**

By: \_\_\_\_\_  
Julia Bolger  
Resource Manager

COUNTY OF SAN LUIS OBISPO

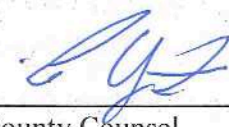
By: \_\_\_\_\_  
Chairperson of the Board of  
Supervisors

**Attest:**

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

**Approved as to form and legal effect:**

RITA L. NEAL  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel



## SCOPE SUMMARY

WORK ELEMENT	CALTRANS	COUNTY	N/A
0.100.05.05.xx - Quality Management Plan	X		
0.100.05.05.xx - Risk Management Plan	X		
0.100.05.05.xx - Communication Plan	X		
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	X		
0.100.05.10.xx - Independent Quality Assurance (IQA)	X	X	
0.100.05.10.xx - Project Development Team Meetings	X		
1.150.05.05 - Review of Existing Reports Studies and Mapping	X		
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X	X	
1.150.05.10 - Geological Hazards Review	X		
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search		X	
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification		X	
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling	X		
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PSR-PDS	X		
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X	X	
1.150.05.35 - Problem Definition		X	
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information	X		
1.150.10.05 - Public/Local Agency Input	X	X	
1.150.15.05 - Right of Way Data Sheets		X	
1.150.15.10 - Utility Relocation Requirements Assessment		X	
1.150.15.15 - Railroad Involvement Determination		X	
1.150.15.25 - Preliminary Materials Report	X		
1.150.15.35 - Multimodal Review	X		
1.150.15.40 - Hydraulic Review	X		



<b>WORK ELEMENT</b>	<b>CALTRANS</b>	<b>COUNTY</b>	<b>N/A</b>
1.150.15.50 - Traffic Studies	<b>X</b>		
1.150.15.55 - Construction Estimates	<b>X</b>		
1.150.20.05 - Initial Noise Study		<b>X</b>	
1.150.20.10 - Hazardous Waste Initial Site Assessment		<b>X</b>	
1.150.20.15 - Scenic Resource and Landscape Architecture Review	<b>X</b>		
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		<b>X</b>	
1.150.20.50 - Initial Water Quality Studies		<b>X</b>	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		<b>X</b>	
1.150.20.65 - Initial Paleontology Study		<b>X</b>	
1.150.25.05 - Draft PSR-PDS	<b>X</b>		
1.150.25.20 - PSR-PDS Circulation, Review, and Approval	<b>X</b>		
1.150.25.25 - Storm Water Data Report	<b>X</b>		
1.150.35 - Required Permits During PSR-PDS Development	<b>X</b>		
1.150.40 - Permit Identification During PSR-PDS Development		<b>X</b>	
1.150.45 - Base Maps and Plan Sheets for PSR-PDS	<b>X</b>		